

**IN THE HIGH COURT OF TANZANIA**

**MTWARA DISTRICT REGISTRY**

**AT MTWARA**

**CIVIL CASE NO.5 OF 2022**

**MAULID OMARI MAYELE** (*Administrator of the Estate*

*of the late SHABANI HASHIMU MAYELE*).....**PLAINTIFF**

**VERSUS**

**NISAR TRANSPORT**.....**DEFENDANT**

**CONSENT JUDGEMENT**

**(DEED OF SETTLEMENT)**

*(Made under s.95 read together with Order XXIII Rule 3 of the Civil Procedure Code Cap. 33 R.E. 2019)*

*7/2/2023 & 16/2/2023*

**LALTAIKA, J.**

The plaintiff, **MAULID OMARI MAYELE (Administrator of the Estate of the late SHABANI HASHIMU MAYELE)**, on 28/06/2022 lodged this suit against the defendant and claimed the following reliefs as reproduced herein below:-

- (i) Declaratory Order that an act of the Defendant against the plaintiff is illegal.
- (ii) Declaration Order that the Defendant to pay total outstanding Tshs.260,000,000/= to the Plaintiff as both general damages



delivered from unlawfully act of the Defendant and payment of statutory claims from the worker's Compensation Fund **(WCF)**.

- (iii) Declaratory Order against the Defendant paying the Plaintiff specific damages Tanzania Shillings 7,000,000/=.
- (iv) Cost and any other relief(s) as this Honourable Court deems fit and just to grant.

After completion of the pleadings, but when the matter was awaiting for necessary orders of the trial judge, parties while assisted by Mr. Mohamed Menyanga and Mr. Rainery Norbert Songea, both learned advocates, they informed this court that the parties have amicably resolved the matter and they will bring and file a Deed of Settlement. In so doing, on 7/2/2023 they lodged in this court a Deed of Settlement. Besides that, the counsels have implored this court to record the Deed of Settlement as part of the Decree of the court.

Having keenly gone through the filed Deed of Settlement, I am convinced that it confirms with the requirements of the law. Consequently, I proceed to adopt the terms and conditions of the registered Deed of Settlement to form part and parcel of this consent judgment as appearing herein below:-

1. That it is hereby agreed by parties that the Defendant shall pay the Plaintiff the sum of Tanzania Shillings Fifteen Million (TShs. 15,000,000/=) only as final and conclusive payment for all claims set forth in the above named case.
2. That the amount mentioned hereinabove shall be paid in three equal installments to wit the sum of Tanzania Shillings five million (TZS. 5,000,000/=) per month



from 25<sup>th</sup> day of February, 2023. The payment shall be governed by the schedule below;

- a. The First installment shall be paid on the 25<sup>th</sup> day of February, 2023.
  - b. The second installment shall be paid on the 25<sup>th</sup> day of March, 2013.
  - c. The third installment shall be paid on the 25<sup>th</sup> day of April, 2023.
3. That the Defendant shall pay Plaintiff the amount mentioned above in paragraph 1 and 2 into account No. 20408000325 bearing the names of the Defendant.
  4. That the Plaintiff herein agreed to relinquish and renounce all claims set forth in the Plaintiff.
  5. That it is agreed by the parties that this Deed of Settlement settles all matters pending between the parties including cost for which each Party shall bear his/its own costs.
  6. That this Deed settlement contains the entire agreement between the parties and no party shall be bound by any undertaking, representation, warranties, promises or the like that are not recorded herein.
  7. That both parties have agreed that each party shall his or her own costs.
  8. That, this deed of settlement shall come into force immediately after being signed by the Plaintiff in one side and the Defendant on the other side.
  9. That, immediately after signing of this Deed of settlement, the parties herein shall file the same to this Honorable Court so that a decree in light thereof may be entered, the Plaintiff relinquish any present and future claims pertaining to the same dispute.
  10. That, upon recording of this Deed of settlement the same shall form judgment and decree of this Honorable Court.
  11. That parties pray for the Honorable Court to record this settlement deed as a decree of the Court.

Therefore, I hereby declare that the executed Deed of Settlement effective from the date when it was lodged in this court, that is, on



7/2/2023, binds all parties herein and to the subsequent applications or suits arising from the same cause of action. Thus, this court do hereby invoke powers under section 95 and Order XXIII Rule 3 of the Civil Procedure Code [Cap. 33 R.E. 2019], to mark Civil Case No.5 of 2022 amicably settled. More so, the Terms and Conditions contained in the executed Deed of Settlement as summarized herein above, adopted hereto, forming part of this Court Judgment and Court Decree.

It is so ordered.



**E.I. LALTAIKA**

A handwritten signature in blue ink, appearing to read "E.I. Laltaika".

**JUDGE**

**16.02.2023**

**Court:**

Judgement delivered this 16<sup>th</sup> day of February 2023 in the presence of Mr. Mohamed Menyanga, learned counsel for the plaintiff and Mr. Rainery Norbert Songea, learned counsel for the defendant.



**E.I. LALTAIKA**

A handwritten signature in blue ink, appearing to read "E.I. Laltaika".

**JUDGE**

**16.02.2023**

A small handwritten signature in blue ink, appearing to read "E.I. Laltaika".